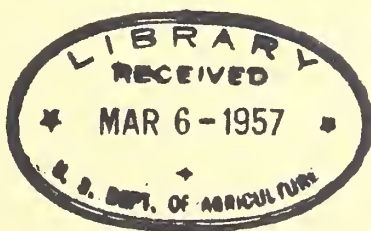


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U. S. DEPARTMENT OF AGRICULTURE
AND COOPERATING STATES

FOREST NURSERY DEVELOPMENT AND STOCK PRODUCTION
AND
TECHNICAL FORESTRY ASSISTANCE



AGREEMENTS WITH STATES
PLANS OF OPERATION
FINANCIAL PLANS
INSTRUCTIONS FOR PREPARING PLANS

FOR

THE CONSERVATION RESERVE PROGRAM
TITLE I (SOIL BANK) OF THE AGRICULTURAL ACT OF 1956,
SUBTITLES B AND C

FOREST SERVICE
DIVISION OF COOPERATIVE TREE PLANTING
JULY 1, 1956

UNITED STATES
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FOREST NURSERY DEVELOPMENT
AND
STOCK PRODUCTION
PHASE
OF
THE CONSERVATION RESERVE PROGRAM



UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

AGREEMENT

For the

GROWING OF FOREST PLANTING STOCK FOR USE IN THE

CONSERVATION RESERVE PROGRAM IN THE STATE OF _____

Subtitles B and C of Title I of the Agricultural Act of 1956.

THIS AGREEMENT, made under authority of Sections 111(a) and 120(b) of the Act of Congress, approved May 28, 1956, by and between the State of _____, hereinafter referred to as The State, and Regional Forester, Forest Service, Region _____, _____, United States Department of Agriculture, hereinafter referred to as the Forest Service,

WITNESSETH:

WHEREAS, to effectuate the policy of Congress and the purposes of the Agricultural Act, specific programs, including the Conservation Reserve Program, hereinafter referred to as the Program, have been authorized to assist producers to divert a portion of their cropland from the production of excessive supplies of agricultural commodities, and to carry out a program of soil, water, forest, and wildlife conservation; and,

WHEREAS, the Secretary of Agriculture, through the Forest Service, has requested the cooperation and assistance of the State in making available to producers the forest planting stock required for carrying out the Program:

(Over)

(2)

NOW, THEREFORE, the two parties agree to cooperate and assist in the Program under the conditions hereinafter provided, to wit:

1. The State will develop nursery facilities and furnish forest planting stock, as may be mutually agreed upon in a written plan of operation to be prepared jointly by the two parties.

2. The State will submit to the Forest Service an initial financial plan for the first fiscal year of operation and annually thereafter, by June 1, for the ensuing fiscal year, showing the estimated expenditures to be incurred during the fiscal year in carrying out the provisions of this agreement. The Forest Service will review the financial plan, make any changes deemed necessary, and return to the State for concurrence and signature.

3. The Forest Service will pay to the State, by reimbursement or advance payments, at such times and in such amounts as mutually agreed upon, for,

- (a) expenses incurred for the development of nursery facilities as provided in the approved plan of operation, and
- (b) the net cost incurred by the State for the production of planting stock for use in the Program: Provided, that payments in any fiscal year shall not exceed the amount of the approved financial plan for the fiscal year.

4. Payments to the State pursuant to Clause 3 hereof may not include the purchase price of land, but such payments may include the rental cost of such additional lands as may be leased by the State for the purposes of this agreement. PROVIDED, that the State will insure by renewal option or otherwise the right of occupancy for at least the period of need for the

purposes of this agreement, and Provided further that any such lease shall also provide that the lessee and its assigns shall have the right to remove any planting stock and any improvements placed on the land within a reasonable time after termination of the lease.

5. The State will hold in trust and expend only for the purposes of carrying out the provisions of this agreement, such sum or sums of money as may be advanced to the State pursuant to Clause 3.

6. The State will maintain accounting records of all expenditures made for the purposes of this agreement which shall be made available for audit by the Forest Service upon request, and will furnish the Forest Service such financial statements and reports as may be required by the Forest Service.

7. Upon termination of this agreement as provided for in Clause 13 the State will refund to the United States an amount which equals the difference between the total amount advanced to the State and the approved expenses and costs as provided in Clause 3.

8. The State will consult with representatives of the Forest Service currently in the operational and management phases of nursery operations, and in the selection of nursery sites and seed source.

9. The State will permit such current inspection of nursery operations by representatives of the Forest Service as desired by the Forest Service.

10. Any planting stock produced under this agreement that is surplus to the requirements of the Program, either during the current prosecution of the Program or on termination of this agreement, shall be disposed of as mutually agreed upon by (a) transfer to the Forest Service, or (b) disposition under other programs of the State. If the latter, the trust

fund shall be credited with an amount equal to the Federal interest in the stock, as may be mutually agreed, giving due recognition to any costs required to be incurred by the State from other funds to continue the growth on the stock and to lift and otherwise prepare it.

11. All expendable and non-expendable property, supplies, seed, and improvements purchased or otherwise acquired with funds advanced to the State pursuant to Clause 3 of this agreement shall be deemed to be the property of the State until same has been wholly expended, consumed, or utilized in or directly incident to the fulfillment of this agreement.

If at any time the State desires to transfer to State work outside the Program any supplies, materials, equipment, or improvements acquired or constructed from the trust fund, the State will at that time restore to the trust fund an amount equal to the cost of residual value (as determined by appraisal) of such supplies, materials, equipment, and improvements.

If the Forest Service desires to obtain, for ownership by the Government, and the State is agreeable, any supplies, materials, equipment, and improvements acquired by the State from the trust fund, the State will at the time of such transfer of ownership be given credit in the trust fund for the cost or residual value (as determined by appraisal) of such materials, supplies, equipment, and improvements.

If at any time during the life of this agreement or at the termination thereof it is mutually agreed that any supplies, materials, improvements or equipment acquired for use under this agreement is no longer needed for such purpose and neither the Forest Service nor the State

desires to retain such item for other activities, the State agrees to sell such item or any salvage therefrom by the processes normally employed by the State and to adjust the charges to the trust fund to represent actual net cost to the State.

12. This agreement shall become effective _____ and shall continue in force thereafter, subject to submission and approval of budgets as provided in Clause 2, and subject to the availability of funds appropriated by Congress for carrying out the Program. Nothing herein shall be construed as obligating the United States to expend, or as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

13. The United States shall have the right to terminate this agreement by giving 30 days notice upon cessation of the Program. The United States or the State shall have the right to terminate this agreement by giving 90 days notice if the other party to the agreement fails, neglects or refuses to perform any of the terms or conditions of this agreement.

14. That no Member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

15. In connection with the performance of work under this agreement, the State agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

State of _____

Date _____

By _____

Title _____

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Date _____

Regional Forester Region _____

State

Fiscal Year

Plans for nursery development and production of forest and wind barrier planting stock for the Conservation Reserve Program.

STATEMENT 1 - PLAN OF OPERATION

STATEMENT 2 - FINANCIAL PLAN

Approved

For the State of _____

For the Forest Service, U.S.D.A.

(Signature)

Regional Forester

Date _____, 19 ____

(official title)

Chief, Forest Service

Date _____, 19 ____

Date _____, 19 ____

PLAN OF OPERATION

State of

This state-wide plan of operation provides for the development of expanded nursery facilities and the furnishing of forest planting stock (including wind-barrier stock) for the Conservation Reserve Program, Subtitles B and C of Title I (Soil Bank) of the Agriculture Act of 1956.

I. Estimated present annual (F.Y. 19--) production capacity of all state operated nurseries that produce forest and wind-barrier planting stock.

[illegible]

II. Planned expansion of nursery capacity for production of forest and wind barrier planting stock for the Conservation Reserve Program by the State.

A. Additional production area to be developed at existing and to-be-developed state-operated nurseries for the Conservation Reserve Program.

[illegible]

II. Continued

B. Cost of planned construction and betterment of nursery facilities and purchased equipment to be operated by the State for the Conservation Reserve Program.

[illegible]

III. Planned nursery stock production for Fiscal Year 19 by the State for the Conservation Reserve Program, as compared with the total nursery stock production for all of the state's programs.

[illegible]

VI. Estimated total amount of nursery planting stock needed for the Conservation Reserve Program in the State of

[illegible]

VII. Expected sources of planting stock for the Conservation Reserve Program in the State of

[illegible]

Statement 2

FINANCIAL PLAN FOR FISCAL YEAR 19__

(State)

NURSERY PHASE OF THE CONSERVATION RESERVE PROGRAM

Table I	PURPOSE OF EXPENDITURES	ESTIMATED EXPENDITURES						
		Conservation Reserve Program						Grand
	Summarization	Nursery	Development	Seed carry-	Total	Other		Total
	(see attached sheets for details	Nursery	Development	over beyond	Cost C. R.	Nursery		All
	of A, B, etc.)	Stock	Production	Expansion	this FY	Program		Nursery
		(2)	(3)	(4)	(5)	(6)		Programs
	(1)							(7)
A.	Administration (centralized overhead)							
B.	Field Personnel (salaries & expenses)		XX					
C.	Improvements, tools, & other equipment							
D.	Stock transportation & distribution							
	Costs paid by State		XX		XX			
E.	Contract stock acquisition		XX		XX			
F.	All other expenses							
G.	Total expenditures							

Table II

FUND ALLOCATIONS BY		ESTIMATED AMOUNTS IN DOLLARS				
		For the Nursery Phase of the Conservation Reserve Program				
Expenditures, Receipts, or Allotments	Quarters	Nursery Stock Production	Nursery Development for Expansion	Seed carry-over beyond this Fiscal Year	Total C.R. Program	
(1)	(2)	(3)	(4)	(5)	(6)	
A. Expenditures by quarters (From Table I, item G)	July - Sept. Oct. - Dec. Jan. - March April - June					
	Total					
B. Anticipated Receipts by quarters (sale of stock, etc.)	July - Sept. Oct. - Dec. Jan. - March April - June	X	X	X		
	Total					
C. Estimated Federal Allotments in Advance by Quarters (subtract item B from item A)	July - Sept. Oct. - Dec. Jan. - March April - June					
	Total	X	X	X		

INSTRUCTIONS FOR PREPARING THE PLAN OF OPERATION AND THE FINANCIAL PLAN FOR THE NURSERY DEVELOPMENT AND THE PLANTING STOCK PRODUCTION PHASE OF THE CONSERVATION RESERVE PROGRAM.

GENERAL

The Operation Plan should be made jointly by the state and the Forest Service. The Financial Plan should be made by the State, preferably in conference with a Forest Service representative. Immediately after being signed by the proper official, three copies should be sent to the Regional Forester. When approved, one copy will be returned to the State, one is for the regional forester, and one for the Chief's office.

The Plan of Operation is to cover at least the next five fiscal years in the program. It will be supplemented by the Financial Plan for the immediately forthcoming fiscal year. The initial year is FY 1957, which began July 1, 1956. The Plan of Operation will be revised as necessary to provide for significant changes in the Program; which changes will generally be introduced in the plan shortly before the inception of the next following fiscal year when the Financial Plan is prepared for that year. Section III for the FY involved will need to be prepared each year.

The outline that is contained hereinafter in Statements 1 and 2 is a basic minimum to be followed.

Figures will be rounded off to the nearest dollar and to the nearest thousand (M) trees.

A fiscal year is July 1 through June 30.

Consideration will be given after the first year of operation of the Conservation Reserve Program (C.R.) to the possibilities of combining plans for the nursery and technical service assistance phases thereof as well as correlating therewith the plans for the C-M 4 and Title IV programs.

STATEMENT 1 - PLAN OF OPERATION

I. Estimated present annual production capacity of all State operated nurseries that produce forest and wind barrier planting stock.

Columns

(1 & 2) - self-explanatory

(3) - include bed area seeded to trees or recently prepared for such seedlings, as well as bed area actually in trees.

- (4) - include area in green manure, soiling crops, and laying fallow. The entered figure is the total developed bed area, exclusive of item (3).
- (5) - include total useable additional area that can feasibly be developed for trees and necessary re-soiling. Do not include area not now under State control (ownership, lease or other agreement). Include expansion done or to be accomplished on this area under State control, after the inception of the fiscal year.
- (6) - based on item (3).
- (7) - based on (3), (4), and (5). Consider the possibility that cropland sites to be planted may not be as frequently adverse as in regular forest planting and that age of nursery stock for the C. R. program may in certain situations be less, which may then permit increased nursery production. Include expanded production proposed for all purposes including the C-M 4 and other programs. Maximum sustained output production within the C. R. program period is the amount here reported.

II. Planned nursery expansion for the C. R. Program. (Give correlated consideration to Sections VI and VII)

A. Additional production area for the C. R. Program

Columns

- (1) List new as well as existing nurseries that will be operated by the State for C. R. Program Stock Production.
- (2) Self-explanatory.
- (3) Area never previously in nursery beds.
- (4) Bed space not now satisfactory for continued use and which requires significant investment in betterment.
- (5) No construction or betterment costs are involved. If non-surplus, re-soiling bed space is included, this sacrifice should be explained on the supplemental sheet under Section I - (7).
- (6) Total of (3), (4), and (5).
- (7 & 8) Should total 100% horizontally. If any need is justifiably foreseen for extending nursery development for the C. R. Program beyond 6/30/58, the total of (7) and (8), horizontally, should be less than 100%, and the difference should be explained in a statement of justification on the supplemental sheet.

B. Cost of development for nursery expansion

General

Include all state operated nursery improvements, facilities, tools and equipment to be developed or purchased prior to 6/30/58 for the C. R. program, except for minor short lived property items to be charged to direct stock production costs for an individual fiscal year, or items of equipment purchased with non-C. R. funds, which are used on a rental basis or free-of-charge by the C. R. program.

Reconstruction of state operated improvements or replacements of State owned equipment should be charged to C. R. only to the extent that such items can be foreseen to benefit C. R. stock production.

Any nursery development costs to be assessed to C. R. and out of line with C. R. requirements are to be avoided.

Attach a justification statement to support each major nursery development project or equipment purchase proposed with C. R. funds. Grouping of projects may be permissible for this statement in the case of minor items or a complete new nursery.

Columns

- (1) Same as Section II - A. Carry all separate horizontal line entries for other columns together under the specific nursery heading.
- (2) Similar items for the same nursery may be combined to simplify reporting. If part of an improvement or facility is also to benefit other activities than the C. R. program, show only the percentage part benefiting the C. R. program. The percentage entered means only this part of the total cost is initially chargeable to C. R. funds based on expected use during the life of the C. R. program.
- (3) Minor items, by classes, may be grouped on a single line for each nursery. Do not overlook costs of engineering for planning, layout and supervision. Consider economy in costs and time as between contract and force account. Do not include here centralized overhead costs of the State's headquarter office, except as such costs may be direct project costs, which should than be indicated on the supplemental sheet. List all items in order and under individual nursery heading (1).
- (4) Frame w/concr. flr. (warehouse)
Gravel surface (road)
Wheel (tractor)
etc.

- (5) 32' X 70' (Warehouse)
24' width (road)
35 H. P. (tractor)
 $\frac{1}{2}$ Ton (Pickup truck)
etc.

- (6) This is the part of the initial development cost to be charged to Conservation Reserve funds.

At the bottom of the column, for the last sheet of Section II-B, enter total C. R. development costs and the costs by fiscal years.

III. Nursery stock production operation. (Give correlated consideration to Sections VI and VII.)

Columns

- (1) The same species will be repeated on the following separate horizontal lines according to the different age classes in (4), and the different output years in (5).
- (2 & 3) List output expectations in units of M (1000) trees. As plans are revised and as inventories show changes, include revised output estimates in future plan revisions for production seeded previously. All stock carried by the nursery this fiscal year will be listed, although no entries will be allowed in columns (2) and (3) for stock seeded prior to this year.
- (4) 1-0, 1 $\frac{1}{2}$ -0, 2-0, 3-0, 1-1, 1-2, 2-1, 2-2, 3-0, etc.
- (5) Fiscal year 1960 is for example from 7/1/59 to 6/30/60.
- (6, 7 and 8) This year means the year for which the financial plan is prepared in Statement - 2. Include amount seeded, stock being carried over for output in future years, and stock output for this year in both columns (6) and (7). Do not compute the percent for all species combined in the total for column (8).
- (9 & 10) Exclude nursery development and administration by centralized office overhead costs. Do not credit costs with receipts from stock sales to obtain a net cost. Refer to financial plan - Statement - 2.
- (11) Item (10) divided by item (9) to obtain percent for total line only.

IV. Stock transportation and distribution costs paid by the State for C. R. Program.

Include transportation in or out of the state from nurseries, to cooperative distribution points, and to the individual C. R. Program farm producer, when supplied or paid by the State. Exclude costs paid by others unless these are collected by the State as a receipt following delivery and the State has initially paid for the transportation or distribution. Project overhead planning and supervision of distribution should be excluded as it should be charged as part of Section III, item (10). Exclude costs for shipping stock from a seedling to a transplant nursery for transplanting, as such costs are part of Section III, item (10). Exclude administration by centralized office overhead costs.

V. Seed costs.

Columns

- (1) Repeat as necessary according to the number of entry lines needed in column (2).
- (2) "N. E. Georgia," Central Pa., Oregon Cascade Mts., Elev. 3000' - 4000', etc. Refer to Forest Seed Policy of U.S.D.A.-1949 (Jour. Forestry 37:820 - 821 or page 16 Agriculture Monograph No. 18 - 1954).
- (3) "This year" is the period of the Financial Plan - Statement-2. List amount of seed to be used only for C. R. Program.
- (4) List only seed carried over after June 30 this year for future use in the C. R. Program.
- (5) The cost of the seed used this year is part of the direct nursery stock production cost and will also be included as part of Section III - (10).
- (6) Not included as part of Section III - (10). Include all direct costs of seed to be carried over after this fiscal year, which costs are chargeable to this year's funds (exclude administrative overhead costs of state forester's office and minor contributions from nursery developments and stock production operation).

VI. Estimated total amount of nursery planting stock needed for the C. R. Program in the State of _____.

Correlate this data with data available in the office of the State Agricultural Stabilization and Conservation Committee. Give full consideration to the producer requirements in determining acreage to be planted. The number of trees to be planted per acre should be

estimated at a practical and efficient spacing with the realization that many plantations will not receive thinning treatment until a commercial thinning becomes a pressing need. Keep the number of species and age classes to the most practical minimum and in proportion to the site demands. Provide practical allowances for replanting to the extent producers can be expected to be interested in accomplishing needed replanting. As better program estimates become available, revise this section to reflect important changes. Producers (farmers) may enter into tree planting contracts not later than 12/31/60. Contract may remain in effect for ten years or in special approved situations for fifteen years but not beyond 12/31/74. It is essential that initial field planting be completed as early in the program as possible to permit satisfactory establishment and growth of even the youngest plantations prior to the termination of the C. R. Program. Although no policy determination has been made on this point it appears that initial planting should (ordinarily) be completed not later than by about fiscal year 1965.

The form is self-explanatory. Only forest and wind barrier planting stock is concerned.

VII. Expected sources of planting stock for the Conservation Reserve Program in the State of _____.

All forest and wind barrier planting stock to be used by producers, no matter what the source of the stock, should be listed. The needs by species, age classes and fiscal years, as shown in Section VI, may not be available, especially in the early years of the program, but the horizontal line totals shown in Section VI (last column) should agree with those for Section VII (last column) by species and age classes for the total program. Output should come into balance with needs for the individual fiscal year as soon as practical but not to the extent of demanding costly over-development of nurseries for a 2 or 3 year peak production period if adequate stock production needs can be met at a lesser annual but steady production rate over an acceptable but longer period.

In column (1) list such classifications as:

State Division of Forestry (_____)
Soil Conservation Districts
Commercial (Nursery Names)
U. S. Forest Service (Nursery Names)
Other federal (Nursery Names)
Private Industry (Nursery Names)
etc.

The other columns are self-explanatory.

STATEMENT 2 - FINANCIAL PLAN

General

All State expenditures which are determined as necessary for the organization, operation, and maintenance of the work and are reasonably in line with the annual financial plan will be recognized for Federal reimbursement. All such expenditures, however, must be made under the supervision of the State Forester or equivalent State official.

Expenditures of funds by other State agencies to assist the State's Conservation Reserve nursery production program are not eligible for reimbursement under this program unless they meet all of the following requirements:

1. They are recognized by the State Forester and Forest Service as part of the approved State program under Title I (Soil Bank) of the Agricultural Act of 1956;
2. They are covered by written agreement between the State Forester and the other State agency and are subject to supervision of the State forester; and
3. Satisfactory inspection and supervision of the work, as well as certification of such expenditures and an annual audit of the same, are provided by the State forester.

Use extra sheets to show detailed breakdown of activity costs, as necessary.

Table I

- A. ADMINISTRATION should include such portion of the salaries and traveling expenses of the State Forester, his staff and other State supervisory officials, and expenses connected with the operation of the central office headquarters as may appear reasonable in view of the number of projects and volume of business involved and the amount of time actually devoted to supervision of this work. (See below for A and B combined instructions.)
- B. FIELD PERSONNEL should include salaries and wages of the nurserymen and their staffs and labor crews or of special crews engaged in stock production, seed collection, and stock distribution; but not nursery improvement development. Do not include here salaries and wages paid by contractors. (See below for A and B combined instructions.)
- A & B Include under each the travel expenses (equipment operation therein to cover approved personal car mileage expense but not repair, purchase, or depreciation cost of State owned vehicles for which see item C), office supplies, repair and upkeep of office equipment, rent, heat, lights, water, telephone, telegraph, postage and any

other service necessary for use of personnel engaged in this work. If office quarters must be rented, this expense is a proper charge; if space in quarters already rented for other purposes is made available, a proportionate charge is proper; no allowance will be chargeable to C. R. funds for use of State or county-owned buildings unless an actual rental charge is being made. Where personnel are engaged in other activities, as well as the nursery phase of the C. R. Program, their salaries and expenses will be pro-rated and only those costs included as C. R. Program costs which are for this work.

A supplemental detail sheet should furnish itemized breakdown such as follows: Salaries and wages by similar position (State forester, ass't. State forester, clerks, nurserymen, equipment operators, laborers, etc.), travel, office supplies, office rents and utilities, communications, miscellaneous, etc. It is optional as to whether these itemizations are kept separate for individual nurseries.

- C. IMPROVEMENTS, TOOLS AND EQUIPMENT. Lands may not be acquired with C. R. funds.

Improvements should include all expenditures, including force account salaries and wages for the purchase, construction, maintenance, repairs and alterations of structures, non-structural improvements to land and other property of a fixed and continuing character. (Correlate with Table II and B.)

A supplemental detail sheet should furnish itemized breakdown by individual nurseries or it may be satisfactory to reference designated items to Section II - B in the Plan of Operation, when the latter are earmarked by the development fiscal year.

Tools and equipment should include all expenditures for the purchase, maintenance, and repair of tools and equipment of a permanent or continuing nature. (See Section II - B in the Plan of Operation.) A supplemental detail sheet should furnish such itemized breakdown by individual nurseries.

Where improvements, tools and equipment are used in part on activities outside this program, costs assigned to this program must be distributed on an equitable basis, either by pro-rating the purchase price and maintenance costs or by computing program costs on a rental basis for actual use.

- D. STOCK TRANSPORTATION AND DISTRIBUTION COSTS PAID BY STATE. Refer to Section IV of Statement - 1 Instructions.
- E. CONTRACT STOCK ACQUISITION. This item may seldom be used by the State. If used, a Section VIII concerning its planning should be

added under Statement - 1 and the details and need explained in a supplement. (The requirements and policies of ASC committees will have to be followed.)

Advance clearance with the Chief's office should be secured before the State makes any definite commitments to purchase planting stock for the C. R. Program.

- F. ALL OTHER EXPENDITURES should include eligible expenditures which cannot be allocated to the above five items. Itemization on a supplemental statement is necessary only when significant amounts are involved.
- G. TOTALS. Add A, B, C, D, E, and F.

Column (2) Nursery Stock Production Costs for C. R.

Include all costs concerned in nursery production and distribution. Excludes all nursery development for expansion and all seed carry-over costs. The total is the same as for the direct costs from column (10), Section III, Statement - 1 of the Plan of Operation after adding thereto items A, D, and E (from Table I).

Column (3) Nursery Development for expansion - C. R. Costs

Item C is that part of figure shown in column (6), Section II - B, Statement - 1 of the Plan of Operation which is to be spent this fiscal year.

Column (4) Seed Carry-over Beyond This FY - C. R. Costs

Refer to Section V, Statement - 1 of the Instructions. All direct costs for the planned fiscal year are included. The total is the same as for column (6), Section V, Statement - 1 of the Plan of Operation, plus the cost of centralized overhead.

Column (5) Total Costs - C. R.

Self-explanatory

Columns (6) and (7)

Self-explanatory

Table II - Financial Plan

- A. EXPENDITURES BY QUARTERS. Totals in columns (3), (4), (5) and (6) are taken directly from Table I of the Financial Plan. The expenditures by quarters are estimates to be made as accurately as possible.

- B. ANTICIPATED RECEIPTS. On a supplemental sheet indicate the source, amount, and basis for these receipts, by quarter. Also indicate thereon the State's regular selling prices for nursery stock by species and age classes.
- C. ESTIMATED FEDERAL ALLOTMENTS IN ADVANCE. Self-explanatory.

TECHNICAL FORESTRY ASSISTANCE
PHASE
OF
THE CONSERVATION RESERVE PROGRAM

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

AGREEMENT

FOR PROVIDING TECHNICAL FORESTRY ASSISTANCE IN THE STATE OF _____
FOR THE CONSERVATION RESERVE PROGRAM, AGRICULTURAL ACT OF 1956,
Subtitles B and C of Title I, exclusive of the nursery phase of the program.

THIS AGREEMENT, made under authority of Sections 111(a), 118, and 120(b)
of the Act of Congress, approved May 28, 1956, by and between the State of
_____, hereinafter referred to as THE STATE, and the
Regional Forester, Forest Service, Region _____, _____,
United States Department of Agriculture, hereinafter referred to as the
FOREST SERVICE,

WITNESSETH:

WHEREAS, to effectuate the policy of Congress and the purposes of the
Agricultural Act of 1956, specific programs, including the Conservation
Reserve Program, hereinafter referred to as the PROGRAM, have been author-
ized to assist producers to divert a portion of their cropland from the
production of excessive supplies of agricultural commodities, and to carry
out a program of soil, water, forest, and wildlife conservation; and,

WHEREAS, the Secretary of Agriculture, through the Forest Service,
has requested the cooperation and assistance of the State: (1) in making
available to eligible cropland owners, tenants and sharecroppers, herein-
after referred to as PRODUCERS, effective and competent technical forestry

(Over)

(30)

assistance for the purpose of guiding the Producers in establishing and maintaining forests, windbreaks, shelter belts, and farm woodlots under the terms of the Program; (2) in providing technical forestry assistance leadership to promote the tree planting phase of the Program in the State; and (3) in providing technical forestry services for assisting the State and County Agricultural Stabilization and Conservation Committees.

NOW, THEREFORE, the two parties agree to cooperate and assist in the Program under the conditions hereinafter provided, to wit:

1. The State will provide the technical forestry assistance in the operation of the Program as may be mutually agreed upon in a written plan of operation to be prepared jointly by the two parties.

2. The State will submit to the Forest Service an initial financial plan for the first fiscal year of operation and annually thereafter, by June 1, for the ensuing fiscal year, showing the estimated expenditures to be incurred during the fiscal year in carrying out the provisions of this agreement. The Forest Service will review the financial plan, make any changes deemed necessary, and return to the State for concurrence and signature.

3. The Forest Service will pay to the State, by reimbursement or advance payments, at such times and in such amounts as mutually agreed upon, for the expenses incurred in furnishing technical forestry assistance and related expenses, as provided in the approved financial plan: Provided, That payments in any fiscal year shall not exceed the amount of the approved financial plan for the fiscal year.

4. Payments to the State pursuant to Clause 3 hereof may not include the purchase price of land or structural improvements, but such payments may include the rental cost of office or other space required for the purposes of this agreement.

5. The State will hold in trust and expend only for the purposes of carrying out the provisions of this agreement, such sum or sums of money as may be advanced to the State pursuant to Clause 3.

6. The State will maintain accounting records of all expenditures made for the purposes of this agreement which shall be made available for audit by the Forest Service upon request, and will furnish the Forest Service such financial statements and reports as may be required by the Forest Service.

7. Upon termination of this agreement as provided for in Clause 13 the State will refund to the United States an amount which equals the difference between the total amount advanced to the State and the approved expenses and costs as provided in Clause 3.

8. The State will consult with representatives of the Forest Service currently in the operational and management phases of the Program.

9. The State will permit such current inspection of its operations under the Program by representatives of the Forest Service as desired by the Forest Service.

10. All expendable and non-expendable property and supplies purchased or otherwise acquired with funds advanced to the State pursuant to Clause 3 of this agreement shall be deemed to be the property of the State until

same has been wholly expended, consumed or utilized in or directly incident to the fulfillment of this agreement.

If at any time the State desires to transfer to State work outside the Program any supplies, materials, and equipment acquired or constructed from the trust fund, the State will at that time restore to the trust fund an amount equal to the cost or residual value (as determined by appraisal) of such supplies, materials, and equipment.

If the Forest Service desires to obtain, for ownership by the Government, and the State is agreeable, any supplies, materials, and equipment acquired by the State from the trust fund, the State will at the time of such transfer of ownership be given credit in the trust fund for the cost or residual value (as determined by appraisal) of such materials, supplies and equipment.

If at any time during the life of this agreement or at the termination thereof it is mutually agreed that any supplies, materials and equipment acquired for use under this agreement is no longer needed for such purpose and neither the Forest Service nor the State desires to retain such item for other activities, the State agrees to sell such item or any salvage therefrom by the processes normally employed by the State and to adjust the charges to the trust fund to represent actual net cost to the State.

11. This agreement shall become effective _____ and shall continue in force thereafter, subject to submission and approval of financial plans as provided in Clause 2, and subject to the availability of funds appropriated by Congress for carrying out the Program. Nothing herein shall be construed as obligating the United States to expend, or

as involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

12. The United States shall have the right to terminate this agreement by giving 30 days notice upon cessation of the Program. The United States or the State shall have the right to terminate this agreement by giving 90 days notice if the other party to the agreement fails, neglects or refuses to perform any of the terms or conditions of this agreement.

13. No Member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

14. In connection with the performance of work under this agreement, the State agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

State of _____

Date _____

By _____

Title _____

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE

Date _____

Regional Forester _____ Region _____

(State)

(Date)

Statewide plans for furnishing technical forestry assistance in the tree planting phase of the Conservation Reserve Program, exclusive of forest nursery development and nursery stock production in State nurseries:

STATEMENT 1 - PLAN OF OPERATION

STATEMENT 2 - FINANCIAL PLAN

Approved

For the State of _____

For the Forest Service, U.S.D.A.

(Signature)

Regional Forester

Date _____, 19 ____

(Official title)

Chief, Forest Service

Date _____, 19 ____

Date _____, 19 ____

(Fiscal Year)

(Fiscal Year)

(Fiscal Year)

Statement - 2

FINANCIAL PLAN For Fiscal Year 19____

(State)

TECHNICAL FORESTRY ASSISTANCE PHASE
OF THE CONSERVATION RESERVE PROGRAM

Estimated expenditures by the State for furnishing technical forestry assistance for the tree planting phase of the Conservation Reserve Program exclusive of nursery development and nursery stock production.

This financial plan provides for the State to furnish technical forestry services for the Conservation Reserve Program, Subtitles B and C of Title I (Soil Bank) of the Agricultural Act of 1956.

PROPOSED EXPENDITURES

<u>PURPOSE OF EXPENDITURES</u>	<u>AMOUNT TO NEAREST DOLLAR</u>
A. ADMINISTRATION (centralized overhead)	\$ _____
B. FIELD PERSONNEL (salaries and expenses)	\$ _____
C. IMPROVEMENTS, TOOLS, & OTHER EQUIPMENT	\$ _____
D. ALL OTHER EXPENSES	\$ _____
E. TOTAL EXPENDITURES	\$ _____
F. PLANNED FEDERAL ADVANCE OF C.R. FUNDS TO THE STATE, BY QUARTERS:	
July - Sept.	\$ _____
Oct. - Dec.	\$ _____
Jan. - March	\$ _____
April - June	\$ _____

INSTRUCTIONS FOR PREPARING THE PLAN OF OPERATION AND THE FINANCIAL PLAN
ON TECHNICAL FORESTRY ASSISTANCE FOR TREE PLANTING UNDER THE CONSERVATION
RESERVE PROGRAM

GENERAL

The plan of Operation will be jointly prepared by the State and the Forest Service. The Financial Plan should be made by the State in conference with a Forest Service representative. Immediately after being signed by the proper official, three copies of the Operation and Financial plans should be sent to the Regional Forester. When approved by the Chief one copy will be returned to the State, one is for the Regional Forester, and one for the Chief's office.

The Plan of Operation is to cover at least the next five years in the program. It will be supplemented by the Financial Plan for the immediately forthcoming fiscal year. The initial year is fiscal year 1957, which began July 1, 1956. The Plan of Operation will be revised as necessary to provide for significant changes in the Program, which changes will generally be introduced in the plan shortly before the inception of the next following fiscal year when the Financial Plan is prepared for that year.

The outline that is contained hereinafter in Statements 1 and 2 is a basic minimum to be followed.

Figures will be rounded off to the nearest dollar.

Consideration will be given after the first year's operation of the Conservation Reserve Program (CR) to the possibilities of combining plans for the nursery and technical service assistance phases thereof as well as correlating therewith the plans for the C-M 4 and Title IV programs.

STATEMENT 1 - PLAN OF OPERATION

Proposed organization of technical foresters and associated personnel
for the C.R. tree planting program.

Column (1) Self-explanatory.

Column (2) State Forester, Assistant State Forester, Service Forester, Ranger II, Typist-2, Clerk-4, etc. Place an (o) before the title for non-forestry personnel listed.

Column (3) Div. of Forestry of Dept. of Cons.,
Lands Div. of Dept. of Cons.,
Land Grant College (_____)
name
State Extension Service, o & c.

Column (4) Cost per man month to the State of salaries and wages, including cost of living and quarters allowances, annual

and sick leave, and other cash emoluments incident to personal services, except travel expenses.

Columns (5) to (10) Estimate as closely as is feasible the man months of each position that it is estimated will be spent on the Conservation Reserve.

Line (a) Self-explanatory.

Line (b) Self-explanatory.

Lines (c) & (d) Sum of the man months multiplied by the monthly salary rate, for each individual position in the class (technician and other personnel).

STATEMENT 2 - FINANCIAL PLAN

General

All State expenditures which are accepted as necessary for the organization, operation, and maintenance of the work and are reasonably in line with the annual financial plan will be recognized for Federal reimbursement. All such expenditures, however, must be made under the supervision of the State Forester or equivalent State official.

Expenditures of funds by other State agencies to assist the State's Conservation Reserve technical forestry assistance Program are not eligible for reimbursement under this Program unless they meet all of the following requirements:

1. They are recognized by the State Forester and Forest Service as part of the approved State Program under Title I (Soil Bank) of the Agricultural Act of 1956;
2. They are covered by written agreement between the State Forester and the other State agency and are subject to supervision of the State Forester; and
3. Satisfactory inspection and supervision of the work, as well as certification of such expenditures and an annual audit of the same, are provided by the State Forester.

The State may not charge fees for technical assistance to producers (farmers) under this Program.

A certain amount of promotional-educational work is essential to stimulate the interest of producers (farmers) in the Program. The State's Program under this plan is intended to supplement the work of related agencies

and not to assume their responsibilities in the promotional and educational fields. Only funds expended on work essential to actual field operations of furnishing technical forestry service assistance on tree planting to producers under the Conservation Reserve Program will be accepted for reimbursement.

Financial Plan Form Preparation Instructions

Purpose of Expenditures

- A. ADMINISTRATION should include such portion of the salaries and traveling expenses of the State Forester, his staff and other State supervisory officials, and expenses connected with the operation of the central office headquarters as is reasonable in view of the number of projects and volume of business involved in the program and the amount of time actually devoted to supervision of this work. (See below for A & B combined instructions)
- B. FIELD PERSONNEL should include salaries of the service foresters, or equivalent technical forester personnel, and the salaries and wages of stenographic and clerical assistance and of any temporary labor or subprofessional men employed to help the technical foresters in the conduct of this program. Also include supervision of field offices by district foresters and others in amounts as appear reasonable in view of the number of persons being supervised and the amount of time actually devoted to supervision of their work on this program. (See below for A & B combined instructions)
- A & B Include under each the travel expenses, (equipment operation therein to cover personal car mileage expense but not the repair, purchase, or depreciation cost, of State-owned vehicles for which see section C), office supplies, repair and upkeep of office equipment, rent, heat, lights, water, telephone, telegraph, postage, and any other service necessary for use of personnel engaged in this work. If office quarters must be rented, this expense is a proper charge; if space in quarters already rented for other purposes is made available, a proportionate charge is proper; no allowance will be chargeable to C. R. funds for use of State or county-owned buildings unless an actual rental charge is being made. Where personnel are responsible for other activities, as well as the tree planting phase of the Conservation Reserve Program, their salaries and expenses will be pro-rated and only those costs included as C. R. Program costs which are for this work.

- C. IMPROVEMENTS, TOOLS AND OTHER EQUIPMENT. No items classed as "Improvements" or "Land Purchase" are chargeable to the technical forestry assistance phase of the Conservation Reserve Program. "Tools and other equipment" should include expenditures for the purchase and maintenance of property or equipment of a permanent or continuing character directly chargeable to this program such as compasses, tapes, first-aid kits, abney levels, and automobiles. This includes repairs and operation of automobiles, purchase of tires, accessories, car license, insurance, new parts for State-owned tools and equipment, and freight or express charges on any of the above. Where equipment is used in part on activities outside this program, costs assigned to this program must be distributed on an equitable basis, either by pro-rating the purchase price and maintenance costs or by computing program costs on a rental basis for actual use.
- D. ALL OTHER EXPENSES should include expenditures directly chargeable to the program which cannot be allocated to the above three items.
- E. TOTAL EXPENDITURES. Add A, B, C, and D.
- F. PLANNED FEDERAL ADVANCE OF C. R. FUNDS TO THE STATE, BY QUARTERS. Self-explanatory.



